

## CHAPTER 22

### STOCKBRIDGE-MUNSEE COMMUNITY FOREST RESOURCES REGULATIONS

Formerly: Stockbridge-Munsee Forestry Committee Policies and Procedures - 1980

#### Section 22.1 Forestry Committee Mission Statement

The Stockbridge-Munsee Forestry Committee was created to aid in the protection and conservation of the forest resources of the Stockbridge-Munsee Band of Mohican Indians. The purpose of the Committee is to act as an advocate for and make recommendations to the Stockbridge-Munsee Tribal Council in all forestry related matters.

#### Section 22.2 Forest Committee Objectives

(A) The Forestry Committee's objectives are:

- (1) Protection of any and all of the forest assets of the Tribe
- (2) Preservation and maintenance of our forests for future generations
- (3) Maintenance of logging roads
- (4) Assurance of proper logging practices
- (5) Consideration of wildlife and wildlife habitat
- (6) To annually set aside 10% of Proceeds of Labor monies for future land acquisition.

#### Section 22.3 Forestry Committee By Laws

##### ARTICLE I – NAME AND PURPOSE

- A. **Name.** The name of the committee shall be the Stockbridge-Munsee Forestry Committee.
- B. **Purpose.** The Stockbridge –Munsee Forestry Committee is vested to recommend to the Stockbridge-Munsee Tribal Council regarding the forestry management on the Stockbridge-Munsee Indian Reservation in accordance with the Stockbridge-Munsee Policies and Procedures of the 1980 and subsequent amendments if any.

## **ARTICLE II - MEETINGS**

- A. **Regular Meetings.** The regular monthly meeting of the Stockbridge-Munsee Forestry committee shall be held by the first fifteen days of each month. Meetings shall be held at the Stockbridge-Munsee Tribal Offices at a location designated by the Stockbridge-Munsee Tribal Council.
- B. **Special Meetings.** Special meetings of the Stockbridge-Munsee Forestry Committee may be held at any time to implement the provisions of the approved Stockbridge-Munsee Forest Management Plan. Committee members shall be paid a stipend in the amount of allocated in the approved budget. These meetings will include regular, on-site, and emergency meetings. All such meetings shall be open to Tribal members ~~the public~~.
- C. **Quorum.** At least four (4) members of the Forestry Committee shall constitute a quorum to conduct business and exercise the powers of the committee.
- D. **Notice of Meetings.** A written notice stating the place, day, and hour of regular meetings of the Forestry Committee shall be delivered not less than five (5) working days before the date of the meeting to the members of the Forestry Committee and shall be posted to the public. Notice of any special meetings shall be given to Committee members, as well as posted to the public, at least 48 hours in advance. This notice will be done by the Stockbridge-Munsee Forestry Committee Secretary. He/she will post notice at Library, Clinic, Tribal Office, Headquarters, Housing, and Elderly Center.

## **ARTICLE III – THE FORESTRY COMMITTEE**

- A. **General Powers.**
  - 1) The Stockbridge-Munsee Forestry Committee is authorized to oversee forest management on the Stockbridge-Munsee Indian Reservation in accordance with the approved Stockbridge-Munsee Forestry Committee Policies and Procedures and the approved Forest Management Plan.
  - 2) The Stockbridge-Munsee Forestry Committee may develop and recommend to the Stockbridge-Munsee Tribal Council other rules and regulations of forestry which shall not violate the provisions of the Tribal Constitution, or the Stockbridge-Munsee Natural Resources Ordinance or conflict with the approved Forestry Management Plan.
  - 3) The Stockbridge-Munsee Forestry Committee may exercise those powers authorized under the Natural Resource Ordinance, the Stockbridge-Munsee

Forestry Committee Policies and Procedures and such rules and regulations promulgated there under and approved by the Tribal Council.

B. **Composition and Qualifications of the Forestry Committee.**

The Forestry Committee shall be composed of seven (7) people from among the enrolled members of the Stockbridge-Munsee Tribe. The Committee members shall be at least 21 years of age.

- 1) The Forestry Committee will follow all applicable Tribal law including Chapter 51, Code of Conduct.
- 2) The term of appointment shall be for five years.

C. **Duties and Responsibilities of the Committee.**

The Forestry Committee shall:

- 1) Make recommendations to Tribal Council regarding the Forest Management Plan.
- 2) Seek approval from council for any proposed actions outside the scope of an approved Forest Management Plan.
- 3) Have at least one member review all proposed management areas in a timely manner before taking any official action.
- 4) Request forestry staff to assist as needed.
- 5) Shall compile and regularly update a list of loggers.
- 6) Submit list of Approved Loggers to Tribal Council by July 1, every year.

D. **Political Office.** In no event shall a member of the Forestry Committee serve as a member of a tribal council during his/her term as forestry committee member.

E. **Removal.** The committee may make a recommendation to the Tribal Council for the removal of any Committee member for serious neglect of duty as a Committee member, including failure to appear at three (3) consecutive regular meetings without a valid reason. All such charges must be documented.

F. **Conflict of Interest.** In carrying out the duties of the forestry committee, no member shall make or participate in making decisions which involve personal *or family* financial interest.

## ARTICLE IV

A. **Number.** The officers of the Forestry Committee shall be a Chairperson, Vice-chairperson, and Secretary. Each shall be elected by the Committee itself.

- B. **Elections.** Length and term of office shall be staggered appointments for continuity.
- C. **Chairperson.** The Chairperson shall preside at all meetings of the Committee. At each meeting the Chair shall submit such recommendations and information as may be considered proper concerning the business affairs and operational policies of the Committee. The Chairperson shall not vote except in cases of a tie. The forestry staff will assist as requested.
- D. **Vice-Chairperson.** The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson.
- E. **Secretary.** The Secretary shall keep the records of the Committee and shall act as the recorder of all meetings of the Committee. The Secretary shall keep minutes of every Committee meeting in a journal kept for such purpose and shall perform all duties incident to the office of Secretary.
- F. **Removal of Officers.** Any officer elected by the Committee may be removed from office by Tribal Council.

## **ARTICLE V – AMENDMENTS**

- A. These bylaws may be altered, amended, or repealed upon resolution of the Stockbridge-Munsee Forestry Committee, with final approval of the Stockbridge-Munsee Tribal Council.

### **Section 22.4 Permits and Allowable Cuts**

The following permits are available:

(A) **FOREST PRODUCTS PERMIT:** Permit to cut or harvest any other forest products for sale, such as evergreens, ferns, cedar, white birch, etc.

(B) **FREE-USE PERMIT:**

(1) **FIREWOOD PERMIT:** Permit to cut fuel wood for personal use. There is no stumpage charge. No products cut for personal use may be sold or exchanged for cash, goods, or other services. Twenty (20) single face cords of fuel wood shall be the maximum allowable cut per heating season per household. A single face cord is defined as 4 feet high, x 8 feet long with the firewood sticks up to 24 inches long. You must signify the amount of cords needed and the length of the sticks at the time you apply for the permit. Additional cordage may be requested after the allowable limit is used, and may be granted at the discretion of the Forestry Committee.

(2) DOMESTIC PERMIT: Permit to cut timber and/ or forest products for own personal use and benefit such as home construction, fence posts, etc. There is no stumpage charge. No products cut for personal use may be sold or exchanged for cash, goods, or other services. Applicant shall state what materials are needed and amount needed.

(C) LOT CLEARING PERMIT: Permit to cut timber and/or forest products for the purpose of clearing an allotted area.

(D) TIMBER SALE CONTRCT: Timber Sale Contract will be advertised for sale on the open market; unless the Tribal Council requests for direct negotiation.

(E) TEMPORARY USE PERMIT: Permit to temporarily allow non-tribal members to enter tribal lands for a specific purpose identified on permit application.

## **Section 22.5 Eligibility for Permits**

General eligibility for permits is to enrolled members of the Tribe who are at least 18 years of age. However, the following conditions and/or restrictions shall apply:

(A) FOREST PRODUCTS PERMIT: Only enrolled members of the Tribe who are at least 18 years of age may be issued this permit.

(B) LOT CLEARING PERMIT: Contractor(s) who have been awarded the annual Lot Clearing contract.

(C) FREE-USE PERMITS: Enrolled members of the Tribe at least 18 years of age may be issued this permit; except free use domestic permits will only be granted to enrolled members living within the original boundaries on trust land. Non-enrolled family household members will be allowed to cut fire wood for the household of the enrolled S/M permittee. In a case where a household on trust land consists of dependent enrolled children under 18 and a single head of household who is non-enrolled, a special permit may be issued to the non enrolled head to allow fire wood to be cut for household.

(D) TIMBER SALE CONTRACT: All qualified logging contractors.

(E) TEMPORARY USE PERMIT: All non-tribal members are eligible to request a temporary use permit.

(F) EMERGENCY SALVAGE PERMIT: The Forestry Staff may request an Emergency Salvage Permit.

## **Section 22.6 Issuance of Permits**

The Forestry Staff are authorized to issue Free-Use Firewood permits and may issue all other permits on Tribal fee land as approved by the Tribal Council or Stockbridge-Munsee Forestry Committee. Removal or cutting of forest products (sections 22.6(A),

(B), (E), (G)) on Tribal Trust land require Bureau of Indian Affairs approval to 25 C.F.R. 25.163.26(a).

**(A) FOREST PRODUCTS PERMIT:** The Enrolled Member will bring in a written request to the Forestry Committee outlining what will be harvested, quantities of the harvested product and use. The Forestry Committee will approve all requests. The Tribal Forestry Staff will determine the dollar value of the product being harvested. All other requests will be approved by the Tribal Council. The Tribal Forestry Department will issue the permits.

**(B) LOT CLEARING PERMIT:** The Forestry Staff will advertise for lot clearing services on an annual basis. Bids will be obtained for cutting and skidding services. All sealed bids will be received by the Tribal Secretary. Forestry Department will advertise in the months of October and November. Bids are to be received by December 1<sup>st</sup>. The Forestry Committee will make a recommendation of the award and Tribal Council will award the contract. The permit will be valid from January 1 to December 31<sup>st</sup>. The Contractor is not responsible for the brushing and grubbing.

**(C) FREE-USE FIREWOOD PERMIT:** The Enrolled Member will contact the Forestry Department notifying them that they are requesting a free-use firewood permit. They must provide a copy of their Tribal Enrollment Card and specify if the firewood is leaving the tribal boundaries. The Forestry Staff will verify amount of wood prior to leaving the tribal boundaries. The Forestry Staff will issue a Free-Use Firewood Permit and distribute literature outlining the guidelines for cutting firewood. The permit will be good for one year.

**(D) FREE-USE DOMESTIC PERMIT:** All products harvested under this permit are to stay within the tribal boundaries. The Enrolled Member will put in a written request to the Forestry Committee notifying them of the quantity, type of wood to be harvested and how the wood will be used. Depending on the size of the project the Forestry Committee will be asked for submission of detailed plans. The Forestry Staff will designate where the wood will be harvested or determine availability of forest product. The Forestry Committee will make a recommendation to the Tribal Council. If Tribal Council approves the request, the Forestry Staff will issue the permit. The permit will be good for one year.

**(E) TIMBER SALE CONTRACT:** The BIA Forester will advertise all timber sales for trust land areas. The Tribal Forestry Staff will advertise all timber sales for fee land areas. All Timber Sale advertisements will be advertised on the open market. The advertisement will identify area to be cut, acreages to be cut and insurance requirements. Trust-land bids are sent to and awarded by the Bureau of Indian Affairs. Fee-land bids are sent to the Tribal Secretary. The BIA Forester notifies the Tribal Council of the bid award on Trust Land. The Forestry Committee makes a recommendation to Tribal Council for bid award on Fee Land. Tribal Council approves or denies all bid contracts.

**(F) TEMPORARY USE PERMIT:** The applicant will complete a Temporary Use Permit form. The form identifies the purpose of the request, area of land to be entered in, and timeframe when applicant will be entering Tribal lands. The Forestry Committee will

make a recommendation to Tribal Council. If Tribal Council approves the request, the Forestry Staff will issue the permit.

(G) EMERGENCY SALVAGE PERMIT: The Forestry Department Staff will determine the need and request an Emergency Salvage Permit. The Forestry Committee will make a recommendation to the Tribal Council. If the Tribal Council approves the request, the Forestry Staff will issue the permit. The Forestry Staff will advise the Forestry Committee; who will include within the recommendations of the permit if the timber to be salvaged will be within or in excess of the Annual Allowable Cut. The Forestry Department will submit detailed information regarding the amount of timber to be salvaged, the nature of the emergency, land description, applicable harvest prescriptions and any other relevant information.

### **Section 22.7 Denial of Permit(s)**

(A) Anyone owing any forestry related debt to the Tribe shall not be granted any permit.

(B) Reasons for denying permits or contracts:

- (1) poor past logging practices,
- (2) stumpage debts owed,
- (3) timber trespass(es),
- (4) Tribal Council discretion.

### **Section 22.8 Stumpage**

There shall be a stumpage charge on all timber cut and/or Forest Products removed from S/M lands which the permittee shall offer for sale. Rates in effect at the time of the issuance shall apply.

### **Section 22.9 Scaling**

All timber, except firewood, removed from tribal boundaries will be scaled by the forestry staff.

### **Section 22.10 Areas of Cutting**

Except for free fire wood, all areas for harvesting forest products on trust lands shall be designated by the BIA Forester assigned to the Tribe. Except for free fire wood, all areas for harvesting forest products, on fee lands shall be designated by the Tribal forester. There will be no cutting within 300 feet of a river, except for blow down and other emergencies.

### **Section 22.11 Timber Infraction(s) - General.**

- (A) Each day or portion of a day during which a violation occurs or exists is a separate violation and shall be subject to the sanctions provided under this Ordinance.
- (B) For any Timber Infraction defined under this Chapter the Tribal Court may invoke, all or in part, the provisions of this Ordinance.
- (C) The Tribal Court shall inform the Forestry Department in writing of any permit(s) or privilege(s) revoked or suspended as the result of an adjudicated proceeding before the Court.
- (D) The imposition of the civil penalties provided herein shall not be a defense by any person to a criminal charge for timber trespass or timber theft brought against such person by the United States Government as trustee of the forest resources of the Stockbridge-Munsee Tribe.

### **Section 22.12 Infractions Defined.**

- (A) Violating the terms and/or conditions of any permit issued pursuant to this Ordinance shall be deemed a Class A Infraction.
- (B) Harvesting, cutting, and/or taking forest resources without the requisite permit shall be deemed a Class A Infraction.
- (C) Fraud in the procurement of any permit shall be deemed a Class B Infraction.
- (D) Exceeding the amount of wood or wood products authorized for harvest under a permit issued pursuant to this Ordinance shall be deemed a Class A Infraction.
- (E) Refusal of any person engaged in harvesting, cutting and/or taking of forest resources, to display the proper permit or identification upon request of any authorized law enforcement personnel shall be deemed a Class C Infraction.
- (F) Placing or causing to be placed into the waters of any creek, stream, river or lake any tree or plant or portion thereof; or placing or causing to be placed into the waters of any creek, stream, river or lake any soil or timber resource debris resulting from any activity regulated by this Ordinance shall be deemed a Class B Infraction.
- (G) Removing wood or wood products cut on the Reservation without first having it scaled by the BIA Forester assigned to the Tribe shall be deemed a Class A Infraction.
- (H) Cutting any tree(s) within two hundred (300) feet of any River shall be deemed a Class A Infraction.

### **Section 22.13 Civil Damages.**



In addition to an action to impose civil remedial money penalties the Tribe may bring a civil action for recovery of damages against any person unlawfully killing, wounding, catching, taking, trapping, harvesting, or having unlawfully in his/her possession any game animal, fish or bird; or unlawfully harvesting, cutting, taking or destroying any timber or other natural resource of the Tribe.

#### **Section 22.14 Penalties.**

Any person, whether natural or corporate, who violates this Ordinance shall be liable as follows:

- (A) For a civil remedial money penalty in an amount to be determined by the class of infraction of the offense.
- (B) For a civil remedial forfeiture of any property, including boats, motors, vehicles, fishing equipment, hunting equipment, trapping equipment, logging equipment, mining equipment, and/or other property used in the commission of a violation of this Ordinance.
- (C) In addition to any other penalty for violation of this Ordinance, the Tribal Court may revoke or suspend any or all privileges or permits granted under or regulated by this Ordinance for a period of up to two (2) years.
- (D) Court costs may be assessed against any person found in open court to have violated this Ordinance.
- (E) Except for court costs, other monies received by the Court shall be allocated pursuant to Section 20.12(G).

#### **Section 22.15 Classification of Infractions.**

- (A) Civil remedial money penalties, referred to in this Ordinance as Fish & Game Infraction(s) or Timber Infraction(s), are classified and carry penalties as follows and other remedies as the court deems appropriate:
  - (1) Class A Infractions, not less than \$75 nor more than \$10,000.00.
  - (2) Class B Infractions, not less than \$50 nor more than \$10,000.00.
  - (3) Class C Infractions, not less than \$25 nor more than \$10,000.00.
- (B) When any person is found guilty of a violation, and such person has been convicted of a previous violation of this Ordinance within a period of one year, there shall be a mandatory revocation of all privileges regulated under this Ordinance for a minimum of two years, and the Infraction penalties may be enhanced as follows and other remedies as the court deems appropriate:

(1) For a Class A Infraction, \$5,000.00.

(2) For a Class B Infraction, not less than \$100 nor more than \$5,000.00.

(3) For a Class C Infraction, not less than \$50 nor more than \$5,000.00.

(C) For a third violation of this Ordinance within a period of one (1) year the penalty shall be \$5,000.00 and a mandatory lifetime revocation of all privileges regulated under this Ordinance and other remedies as the court deems appropriate.

#### **Section 22.16 Parties to a Violation.**

(A) Whoever is concerned in the commission of a violation of this Ordinance is a principal and may be charged with the violation although he or she did not directly commit it and although the person who directly committed it has not been convicted of the violation.

(B) A person is concerned in the commission of a violation if the person:

(1) Directly commits the violation; or

(2) Aids and abets the commission of it; or

(3) Is a party to a conspiracy with another to commit it or advises, hires, or counsels or otherwise procures another to commit it.

(C) Any person who attempts any violation of this ordinance shall be subject to the same class of infraction if they had completed all the steps for a violation. An attempt to commit a violation requires that the actor have an intent to perform acts and attain a result which, if accomplished, would constitute a violation and that the actor does acts towards the commission of the violation which demonstrate unequivocally, under all the circumstances, that the actor formed that intent and would commit the crime except for the intervention of another person or some other extraneous factor.

#### **Section 22.17 Tribal Timber Sale Bid Policy**

##### **A. Purpose**

The purpose of this Policy is to refine the bidding process for Bureau of Indian Affairs ("BIA") timber sales for the Stockbridge-Munsee Community. The intent of this Policy is to facilitate the Tribe in obtaining the best possible BIA Timber Sale, consistent with federal law while encouraging Tribal loggers to participate in the bidding process in a meaningful manner.

## **B. Definitions**

- (1) “Advertisement for bids” means an invitation by the BIA for soliciting bids for a Tribal Timber sale.
- (2) “Approved Enterprise Agreement” means an agreement between the Tribe and the Tribal Forest Enterprise, which has been approved by parties, and the BIA.
- (3) “BIA” means the federal Bureau of Indian Affairs.
- (4) “Bid documents” means collectively, the bidding requirements and the proposed contract documents, including addenda issued prior to receipt of bids.
- (5) “Complete bid” means a complete properly signed offer submitted in accordance with the Advertisement for bid requirements, by a logger to contract or perform the work designated, or portion thereof for the amounts stipulated therein. It shall be comprehensive enough that the offer requires no further inquiry explanation, or clarification.
- (6) “Emergency” means a situation usually caused by catastrophic events such as tornadoes, floods, storms, and other similar events that requires tree removal immediately.
- (7) “Enrolled Member” means a person who is an enrolled member of the Stockbridge-Munsee Community.
- (8) “Enterprise” means any business, corporation, partnership, sole proprietorship, or joint venture.
- (9) “Indian Tribe” means a federally recognized Indian Tribe.
- (10) “Preference” means the Tribal logger will be selected for contracting according to a priority list so long as the Tribal logger is responsibly qualified.
- (11) “Tribal Forest Enterprise” means a Tribal enterprise that is initiated and organized by the Tribe.
- (12) “Tribal logger” means any enterprise that is at least 51% owned by one or more enrolled member(s) of the Stockbridge-Munsee Community.
- (13) “Tribe” means the Stockbridge-Munsee Community.

## **C. Coverage and Scope**

- (1) This Policy applies to all Tribal/BIA timber sales, except for emergencies.

(a) In emergencies, the Tribal Forestry Department shall make reasonable efforts to notify all current Approved Tribal Loggers.

(i) Approved Tribal loggers must meet the requirements of Sections 5(G)(H).

(ii) Approved Tribal loggers shall be required to meet appropriate bid deadlines, project completion dates, and other applicable conditions and requirements of the project.

(2) Certain federal laws, including 25 C.F.R. 163, or other contracts and grants may supersede or contain provisions that are inconsistent with this Policy. If the federal law/contract/grant provisions are mandatory, those provisions of the contract/grant contract shall control, and the remaining portions of this Policy shall be adhered to.

(3) If the Tribe has a Tribal Forest Enterprise and an Approved Enterprise Agreement, the Tribe reserves the right to have Tribal timber sales negotiated directly to the Tribal Forest Enterprise at appraised rates as per 25 C.F.R. 163.13(c).

(4) This Policy does not apply to change orders or change directives, which are added work or services within the general scope of an on-going project.

(5) This Policy does not prohibit the Tribe retracting any invitation for bids.

#### **D. Approved Tribal Loggers**

(1) The Forestry Committee shall compile and regularly update a list of Tribal loggers. The Forestry Committee shall submit the list of Approved Tribal loggers to Tribal Council by July 1 every year.

(2) The criteria for determining Approved Tribal loggers include the ability to obtain and maintain comprehensive and worker's compensation insurance, ability to obtain and maintain bonding, experience, reliability, previous references, background/portfolio of the enterprise, technical ability, financial ability, applicable certification and/or licenses, proof of ownership of equipment, tax numbers or other factors the Forestry Committee deems important.

(a) The Forestry Committee reserves the right to remove an enterprise from the Approved Tribal logger's list for non-compliance with Section 4(B).

(3) If the Forestry Committee determines that a Tribal logger is ineligible to be an Approved Tribal logger, the Tribal loggers must be notified in writing regarding what the specific deficiencies are and/or what must be corrected to become an Approved Tribal logger.

## **E. Tribal logger Preference**

(1) The Forestry Committee shall apply preference when an Approved Tribal logger's submitted bid at least meets the BIA's minimum bid rates, and,

(2) The Approved Tribal logger's submitted bid is within 10% of the highest submitted bid.

(3) An Approved Tribal logger whose bid is within 10% of the highest submitted bid, shall be required to match the highest submitted bid, with the understanding that the Tribe will rebate the matched dollar (with no interest) amount upon successful completion of the timber sale.

(a) The BIA may require that the Tribal Logger, in writing or fax, affirmatively agree to match the highest submitted bid by 3pm, the next business day.

(4) For example:

Timber Company ABC bids	\$100,000
S-M Tribal logger bids #1	\$ 92,000
S-M Tribal logger bids #2	\$ 94,000
S-M Tribal logger bids #3	\$ 87,000

S-M Tribal logger #3 bid is too low to be considered for preference. The bid is below the 10% maximum difference to be considered for the sale.

S-M Tribal logger bid #2 is the highest preference bid with the 10% maximum difference. S-M #2 would be required to match the \$100,000 bid, but will receive a rebate of \$6,000 upon the successful completion of the timber sale.

S-M Tribal logger bid #1 is within the 10% maximum difference. However, S-M Tribal logger bid #2 is the higher bid between the eligible S-M Tribal loggers'. Therefore, S-M Tribal logger Bid #1 does not receive the timber sale contract.

Timber Company ABC would not get the timber sale contract because S-M Tribal logger bidder #2 would be awarded the timber sale contract. Because S-M #2's bid is within 10% of the highest bid (Timber Company ABC), and S-M #2 would match the \$4,000 difference, Timber Company ABC and S-M#2 are essentially bidding at \$100,000.

(5) Preference shall not be adhered to if there are no Approved Tribal loggers' bids within 10% of the highest bid.

(6) Although this Policy is intended to aid Tribal loggers in obtaining timber sales contracts, no legal rights or remedies are created by this Policy.

(7) Applicant(s) for Indian preference will be required to provide certification of membership from the Tribe, the Stockbridge-Munsee Community.

(8) An applicant seeking preference has the burden to demonstrate that the enterprise is eligible for preference, by proving proof of at least 51% ownership.

## **F. Compliance**

(1) The Stockbridge-Munsee Forestry Department and Committee are bound by this Tribal Timber Bid Sale Policy and shall fully comply with all terms of this Policy. The Stockbridge-Munsee Forestry Department and Committee shall not divide projects, or take other actions to avoid being subject to this Policy.

(2) Stockbridge-Munsee Legal Department shall review all contracts before the Tribe signs the contract.

## **G. Effective Date; Severability**

(1) The provisions of this Tribal Timber Sale Bid Policy shall take effect after Tribal Council, by Resolution, adopts this Policy, and after BIA approval.

(2) If any provision of this Tribal Timber Bid Policy is ruled illegal by a court of competent jurisdiction, the remaining provisions of this Policy shall remain unaffected.

## **H. Inconsistent Policies**

(1) This Tribal Timber Bid Policy supersedes all conflicting Tribal Policies.

## **LEGISLATIVE HISTORY**

Conservation Code was adopted by Tribal Council at a meeting held November 14, 1978 (Resolution #0637).

Sent to BIA - Great Lakes Agency approved on 11/17/78 by the Superintendent.

Letter from Elmer T. Nitzschke, Field Solicitor to Edwin Demery, Area Director of Minneapolis Area Office on comments dated January 24, 1979.

Memo from Minneapolis Area Office Director to Superintendent of Great Lakes Agency enclosed was the Solicitor's review of the S/M Conservation Code dated Feb. 9, 1979.

Letter to Tribal Chairman from Acting Superintendent of Great Lakes Agency which stated the approval of the Code and Field Solicitor's comments to the Area Director dated February 15, 1979.

Resolution #0641 making changes to the Conservation Code (Section 22.01) dated January 29, 1979.

Resolution #0730 is adopting Forestry Committee's Policies and Procedures to govern the forestry resources dated November 8, 1980.

Resolution #0746 making changes to Section 22.01 and 23.02 of the Conservation Code dated May 2, 1981.

Resolution #0766-1 making changes to Section 13.02 and 13.03 of the Conservation Code dated August 8, 1981.

Resolution #0766 making changes to Section 32.04 and 32.04(a)(b) of the Conservation Code dated August 8, 1981.

Resolution #1026 adding a new section titled "Denial of Permit(s)" and adding new provisions to appropriate sections dated June 2, 1987. It was approved on June 16, 1987 by Council.

Ordinance Committee approved to go to Tribal Council for review at the November 28, 1988 Committee meeting with appropriate changes.

Tribal Council action to post at January 3, 1989.

Tribal Council approved on February 7, 1989 - Resolution #1127.

Recommended changes by the BIA passed by Tribal Council Resolution #1161 on July 18, 1989.

Section 20.16 (W) and 20.23 (C) added by Council resolution 102-97, January 8, 1997.

Amended by Council motion of Council, July 15, 1997. New provisions include allowing minor-aged direct descendants to hunt during tribal season, shortening of deer gun season; adding turkey season guidelines; changing brook trout and bass bag limits; prohibiting 4-wheel drive vehicles on logging roads during spring break up; closing road south of Richard's Bridge; mandatory registration; wildlife count.

Ordinance amended by Tribal Council on February 7, 2006, Resolution No. 021-06. All sections updated, including adding committee by-laws and adding preference section, 22.17 into ordinance. (Section 22.17 originally approved as a policy by Council Motion, 4-3-01). On April 5, 2006, BIA did not approve because section 22.6 was not in compliance with 25 C.F.R. §163.26(a), which requires Secretarial approval for many timber cutting permits on trust land.

Amended section 22.6 by Tribal Council June 6, 2007, Resolution No. 045-06, clarifying Secretarial approval requirement for lot clearing permit, timber sale permit, and emergency salvage permit on trust land. Approved by BIA on February 23, 2007.